



NOTICE OF SOLICITATION

REQUEST FOR PROPOSALS: COMMUNICATIONS AND INTERGOVERNMENTAL RELATIONS CONSULTANT

Notice is hereby given that sealed proposals will be received by the Judicial Branch Purchasing Department until 2:00 P.M./M.S.T on August 27, 2004. Proposals will be opened by the Procurement Officer or their designated representative at an open, public meeting at the above time and place.

All proposals must be signed, sealed and addressed to Judicial Branch Purchasing Department, 111 S. Third Avenue, Lower Level, Phoenix Arizona 85003, and marked "**Communications/Intergovernmental Relations Consultant.**" Proposals must be in the actual possession of the Court on or prior to the time and date at the location indicated above. Late proposals will not be considered.

The Judicial Branch Procurement Code ("The Code") governs this procurement and is incorporated by reference. Any protests concerning this request for proposals must be filed with the Procurement Officer or their designated representative and follow the procedures as described in this document.

REQUEST FOR PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE
WILL NOT BE ACCEPTED BY THE
JUDICIAL BRANCH PURCHASING DEPARTMENT.

INQUIRIES:

Shirley Cabral
Procurement Officer
TELEPHONE: (602) 506- 2397

<http://www.superiorcourt.maricopa.gov/courtInfo/rfp/rfp.asp>

TABLE OF CONTENTS

Offer and Acceptance	Page 3
Uniform Instructions to Offerors	Page 5
Special Instructions to Offerors	Page 10
Uniform Terms and Conditions	Page 18
Special Terms and Conditions	Page 30
Pricing Schedule	Page 35
Scope of Work	Page 36
Administrative Information	Page 43
Exhibit A - Appeal Process	Page 47
Exhibit B – Code of Judicial Conduct	Page 54

OFFER AND ACCEPTANCE

OFFER

- TO THE JUDICIAL BRANCH IN MARICOPA COUNTY: The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.
- The Offeror hereby certifies that he/she has read, understands, and agrees that acceptance by the Judicial Branch of the Offeror's solicitation by the issuance of a purchase order or contract will create a binding contract. Further they agree to comply with all terms and conditions as set forth in the Judicial Procurement Code and amendments thereto, together with the specifications and other documentary forms herewith made part of this specific procurement.

Firm Submitting Bid: _____

Offeror Number: _____

Federal Tax ID Number: _____

Contact Person: _____

Authorized Signature: _____

Telephone Number: _____

Fax Number: _____

Contract Period: To cover the period ending June 30, 2005

CERTIFICATION: By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection

with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

4. The bidder certifies that the above referenced organization ___is/___is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER:

- The Offer is hereby accepted.
- The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by State.
- This contract shall henceforth be referred to as Contract No.
- The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

PRESIDING JUDGE, SUPERIOR JUDICIAL BRANCH OF ARIZONA

Hon. Colin Campbell

DATE:_____

APPROVED AS TO FORM:

ATTORNEY GENERAL

DATE:_____

UNIFORM INSTRUCTIONS TO OFFERORS

1. DEFINITION OF TERMS: As used in these instructions, the terms listed below are defined as follows:

- “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- “Contract” means an agreement for the procurement of items of tangible personal property or services. It includes the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions and the Specifications and Statement or Scope of Work, the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- “Contract Amendment” means a written document signed by the Presiding Judge or his designee that is issued for the purpose of making changes to the contract.
- “Contractor” means any person who has a contract with a state government unit.
- “Days” means calendar days unless otherwise specified.
- “Desirable.” The terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or a discretionary item or fact for the Judicial Branch to determine.
- “Determination” means the written documentation of a decision of a procurement officer or their designated representative including findings of fact required supporting a decision. A determination becomes a part of the procurement file to which it pertains.
- “Evaluation Committee” means a body appointed by purchasing management to perform the evaluation of each Offeror’s proposal. The procurement officer shall provide only technical assistance requested by the committee.
- “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- “Finalist” is defined by the Offeror as one that meets all the mandatory specifications of the RFQ and whose score of evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- “Gratuity” means a payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or great value is received.

- “Judicial Branch” includes the Superior and Limited Jurisdiction Courts in Maricopa County, Adult and Juvenile Probation.
- “Mandatory.” The terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- “Offer” means bid, proposal or quotation.
- “Offeror” is any person, corporation, or partnership that chooses to submit a RFP.
- “Procurement Officer” means the person or designee authorized by the Judicial Branch to manage or administer the procurement requiring the evaluation of competitive sealed proposals.
- “Request for Proposal” (“RFP”) means all documents, including those attached or incorporated by reference, used for soliciting responses.
- “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- “State” means the State of Arizona and Department or Agency of the State that executes the contract.
- “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the contract.

2. Inquiries

- Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing the Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Judicial Branch employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquire be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that

inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- **No Right to Rely on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
- **Pre-Offer Conference.** If a pre-offer conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation, but in no event less than five (5) days before the scheduled conference.

3. Offer Preparation.

- **Forms: No Facsimile or Electronic/Telegraphic Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- **Typed or Ink: Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person authorized to sign the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- **Evidence of Intent to be Bound.** The Offer and Acceptance form with the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offer's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer

in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the Judicial Branch's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

- Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- Cost of Offer Preparation. The Judicial Branch will not reimburse any Offeror the cost of responding to a Solicitation.
- Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participating from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions
 2. Uniform Terms and Conditions
 3. Statement or Scope of Work
 4. Specifications
 5. Attachments
 6. Exhibits
 7. Special Instructions to Offerors

8. Uniform Instructions to Offers.

4. Submission of Offer.

- Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the Judicial Branch. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the Judicial Branch. If an Offeror believes that information in its Offer shall remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information shall not be disclosed. The Judicial Branch shall make a determination on whether the stamped information is confidential pursuant to the Judicial Branch Procurement Code and Arizona Supreme Court Rule 123.
- Non-collusion, Employment and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,
 2. It does not discriminate against any employee or application for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws regarding employment.

5. Evaluation.

- Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant

to a Request for Proposals, an Offeror shall hold its Offer open for ten (10) days from the Best and Final Offer due date.

- **Payment.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment to the Judicial Branch within thirty (30) days. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The Judicial Branch is not subject to excise tax.
 - **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the Judicial Branch reserves the right to
 1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.
6. **Award.**
- **Number of Types of Awards.** Where applicable, the Judicial Branch reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the Judicial Branch. If the Procurement Officer or their designee determines that an aggregate award to the Offer is not in the Judicial Branch best interest, "all or none" Offers shall be rejected.
 - **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offer to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
 - **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
7. **Contract Claims.**
- **Claims under contracts** shall be filed with the Procurement Officer or their designee administering the contract within 12 months after the claim arises. The Procurement Officer administering the contract shall have the authority to settle and resolve contract claims. Appeals from decisions of the Procurement Officer may be made to the Deputy Court Administrator for Operations and Caseflow as described in Attachment A. The settlement or resolution of a claim in excess of \$10,000 requires the prior written approval of the Attorney General and/or the Presiding Judge.

8. Protests. A protest shall comply with and be resolved according to the provisions in Attachment "A."

Comments Welcome. The Judicial Branch Procurement Officer periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to the Judicial Branch Procurement Administrator, Judicial Branch Procurement Office, 201 West Jefferson, Phoenix, Arizona 85003.

SPECIAL INSTRUCTIONS TO OFFERORS

Contact. All questions regarding this Request for Proposal, including the proposal process and Scope of Work shall be directed to the Procurement Officer or their designee.

Offerors may not contact employees of the Judicial Branch or members of the evaluation committee concerning this procurement while the proposal and evaluation are in process.

Definitions of Key Words used in the RFP:

- “May” indicates something that is not mandatory but permissible.
- “Should” indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the Judicial Branch may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- “Shall,” “Must,” “Is/Are required” indicate a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of a proposal as non-response.

Confidential Information.

- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a detailed statement advising the Procurement Officer or their designee of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- The information identified by the person as confidential shall not be disclosed until the Procurement Officer or their designee makes a written determination.
- The Procurement Officer or their designee shall review the statement and information and shall determine in writing whether the information shall be withheld.
- If the Procurement Officer or their designee determines to disclose the information, the Procurement Officer or their designee shall inform the bidder in writing of such determination.

Evaluation: In accordance with the Judicial Branch Procurement Code, awards shall be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Judicial Branch based upon the evaluation criteria listed below. A Proposal Evaluation Committee shall be appointed, selected & approved by the Procurement Officer or their designee to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request. The following evaluation criteria are listed in descending order of importance:

- Quality and completeness of Technical and Professional Services Proposal
- Credentials and experience of consultants, staff, subcontractors. This includes but is not limited to experience and knowledge of the Judicial Branch, experience, knowledge and relationship with other Branches of government, experience and knowledge of issues impacting Superior Court, Justice Court, Adult Probation, and/or Juvenile Probation.
- Cost of goods, services and/or materials and allocation of manpower
- Quality and completeness of proposal.

Discussions: In accordance with the Judicial Branch Procurement Code, the Judicial Branch reserves the option to conduct discussions with those Offerors who submit proposals determined by the Judicial Branch to be reasonably susceptible of being selected for award.

Proposal Submission Format: Offeror is to submit their proposal with one (1) original and (4) copies in the format as contained in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL." The material should be in sequence and related to the RFP. The Judicial Branch will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal must include the following information as designated below:

REQUESTED INFORMATION	Mandatory	Discretionary
Method of Approach		
<ul style="list-style-type: none"> • The Offeror shall present a proposed method or manner of satisfying the requirements of the Scope of Work as specified herein and resources that will be utilized 	X	
<ul style="list-style-type: none"> • The Offeror shall provide a written narrative that addresses how the Offeror will satisfy the Scope of Work. 	X	

EXPERIENCE/EXPERTISE/PAST PERFORMANCE		
<ul style="list-style-type: none"> The Offeror shall provide an organizational chart that shows the key personnel and staffing which will be used to perform the requirements of the Scope of Work. 	X	
<ul style="list-style-type: none"> The Offeror shall provide a resume and data for each of the key personnel to be assigned to the contract related to their formal education, qualifications, training, certifications and memberships and experiences as related to this RFP 	X	
<ul style="list-style-type: none"> The Offeror shall provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in the project. The relationship of the project leader to management and to support personnel should be clearly illustrated. 	X	
<ul style="list-style-type: none"> Experience and reliability of the Offeror is considered in the evaluation process. The Offeror must submit information that documents successful and reliable experience in providing the requirements of this RFP in the last three (3) years, especially those performances related to the requirements of this RFP. 	X	
<ul style="list-style-type: none"> References. The Offeror must submit five (5) verifiable professional service references to whom 	X	

the Offeror has provided similar services in the last three (3) years who are able to comment on the Offeror's skills and performance level. (Each reference must include the reference government/ company name, person to contact and current telephone number.)		
COST PROPOSAL: The Offeror must provide a firm, fixed all-inclusive price for all requirements set forth in the RFP. The Offeror shall submit its offer as required on the Pricing Schedule page.	X	
FINANCIAL STATUS: All Offerors shall provide a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the Judicial Branch shall be sufficient grounds for the Judicial Branch to reject a proposal, and/or to declare a Offeror/Offeror ineligible and not in compliance with evaluation criteria, as those terms are defined in the Judicial Branch Procurement Code.	X	
If an Offeror is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offeror or under federal bankruptcy law or any state insolvency law, the Offeror must provide the Judicial Branch with that information as part of its	X	

<p>proposal. The Judicial Branch may consider that information during evaluation of the proposal. The Judicial Branch reserves the right to take any action available to it if it discovers a failure to provide such information to the Judicial Branch in a proposal, including, but not limited to, determination that the Offeror should be declared ineligible and suspended or debarred, as those terms are defined in the Judicial Branch Procurement Code.</p>		
<p>By submitting a proposal in response to this Solicitation, Offeror agrees that if, during the term of any contract it has with the Judicial Branch, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the contractor will immediately provide the Judicial Branch with a written notice to that effect, and will provide the Judicial Branch with any relevant information it requests, to determine whether the contractor will meet its obligations to the Judicial Branch.</p>	X	
<p>Provide the information described below for all projects your company has been involved with that have resulted in or which litigation has been suggested. This information is considered to be confidential and not part of the</p>	X	

<p>public record of the proposal.</p> <p>1. Names, case titles and case number of all past and present lawsuits, including arbitration and mediation, currently pending, settled, or reaching judgment. Information shall include name of Judicial Branch jurisdiction.</p> <p>2. Provide a separate list of all claims filed by Offeror against any purchaser or subcontractor. Also claims filed by any purchaser against Offeror.</p>		
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The proposal may contain the following information:

REQUESTED INFORMATION	Mandatory	Discretionary
<ul style="list-style-type: none"> The proposal may include any additional information that reflects on the ability of the Offeror's or Offeror's key personnel to perform the required services. 		X

UNIFORM TERMS AND CONDITIONS

1. DEFINITION OF TERMS: As used in these instructions, the terms listed below are defined as follows:

- “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- “Contract” means an agreement for the procurement of items of tangible personal property or services. It includes the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions and the Specifications and Statement or Scope of Work, the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- “Contract Amendment” means a written document signed by the Procurement Officer or their designee that is issued for the purpose of making changes to the contract.
- “Contractor” means any person who has a contract with a state government unit.
- “Days” means calendar days unless otherwise specified.
- “Desirable.” The terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or a discretionary item or fact for the Judicial Branch to determine.
- “Determination” means the written documentation of a decision of a Procurement Officer or their designee including findings of fact required supporting a decision. A determination becomes a part of the procurement file to which it pertains.
- “Evaluation Committee” means a body appointed by purchasing management to perform the evaluation of each Offeror’s proposal. The procurement officer shall provide only technical assistance requested by the committee.
- “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- “Finalist” is defined by the Offeror as one that meets all the mandatory specifications of the RFP and whose score of evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- “Gratuity” means a payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or great value is received.
- “Judicial Branch” includes the Superior and Limited Jurisdiction Courts in Maricopa County, Adult and Juvenile Probation.

- “Mandatory.” The terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- “Offer” means bid, proposal or quotation.
- “Offeror” is any person, corporation, or partnership that chooses to submit a RFP.
- “Procurement Officer” means the person or designee authorized by the Judicial Branch to manage or administer the procurement requiring the evaluation of competitive sealed proposals.
- “Request for Proposal” (“RFP”) means all documents, including those attached or incorporated by reference, used for soliciting responses.
- “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- “State” means the State of Arizona and Department or Agency of the State that executes the contract.
- “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the contract.

2. Contract Interpretation

- Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, and the Judicial Branch Procurement Code, Arizona Revised Statutes, the code of judicial administration.
- Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Failure to comply with relevant rules, codes and statutes shall be grounds for termination under this contract. Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. Contractor shall keep fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this Contract and shall comply with the same.
- Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

- **Contract Order or Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the Judicial Branch and as they may be amended, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions;
 2. Uniform Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents referenced or included in the Solicitation.
- **Relationship of Parties.** The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- **Records.** Pursuant to A.R.S. §35-214 and 35-215, Offeror shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch at reasonable times. Upon request, Offeror shall produce the original of any or all such records.

The Judicial Branch may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

- **Audit.** Pursuant to A.R.S. 35-214, the Judicial Branch may, at reasonable times and places, audit or cause to be audited the

books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch.

The Judicial Branch is also entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch.

- **Inspection.** Contractor agrees that Judicial Branch representatives displaying Judicial Branch identification shall have the right during normal daytime business hours, to enter the Contractor's facility and/or Subcontractor's facility for the purposes of examining records and related documents pertaining to services performed under this contract. Contractor shall make available such records as requested.
- **Adequacy of Records.** If the Offeror's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Offeror shall reimburse the Judicial Branch for the services not so adequately supported and documented.
- **Contract Compliance Monitoring.** The Procurement Officer or their designee shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. On-site visits for contract compliance monitoring may be made by the Judicial Branch at any time during the Contractor's normal business hours, announced, or unannounced. The Contractor shall make available for inspection and/or copying by the Judicial Branch's, all records and accounts relating to the work performed or the services provided under this Contract, or under other grants and contracts. If the Judicial Branch needs the assistance or expertise of a private accounting, auditing, health care financing, or contract compliance

firm, Contractor and the Judicial Branch will equally share such expense. Contractor agrees to take corrective actions that result from monitoring findings.

- Disputes. Except as otherwise provided by law, any dispute arising under this contract shall be processed in accordance with the following appeal procedure attached as Exhibit "B".
- Non-Discrimination. The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national original or disability.
- Notices. Notices to the Contractor required by the Contract shall be made by the Judicial Branch to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Judicial Branch required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. All notices shall be sent certified mail, return receipt requested.
- Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer or their designee.
- Property of the Judicial Branch and Security. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Judicial Branch. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contract shall not use or release these materials without the prior written consent of the Judicial Branch. At the discretion of the Judicial Branch, Offeror's employees or subcontractors will be required to undergo security clearances and shall be required to pay for those clearances. Offeror shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

- **Non-Exclusive Status.** The Judicial Branch reserves the right to have the same or similar professional services provided by persons other than the Contractor. One of the purposes of this RFP is to assemble a list of qualified individuals/firms capable of rendering services as described above on various Judicial Branch related issues.

4. COSTS AND PAYMENTS.

- **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment to the Judicial Branch within thirty (30) days.

Contractor shall comply with all Judicial Branch procedures for billing and accounting for the costs of services performed and maintaining records pertaining to the financial and performance aspects of the agreement. Claims for payment shall be submitted to the Accounts Payable Department in the Superior Judicial Branch, by the 15th of every month. All claims must include the contract number and the individual's federal ID or social security number. Claims more than 30 days late will not be paid.

- **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold the Judicial Branch, the State, and Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **Availability of Funds.** The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purposes of compensating the Contractor as herein provided are actually available to the Judicial Branch for disbursement. The Presiding Judge of the Superior Court shall solely determine the availability of funds for services and is responsible for budgetary control under this contract. The Judicial Branch shall keep the Contractor fully informed as to the availability of funds.

If an action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the Judicial Branch may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, the Judicial Branch shall be liable for payment only for services rendered prior to the effective date of the termination, provided that the Judicial Branch shall give written notice of the effective date of any suspension, amendment, or termination under this section

- **P.O. Cancellation.** The Judicial Branch reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch agrees to reimburse the Offeror but only for actual and documentable costs incurred by the Offeror due to and after issuance of the Purchase Order. The Judicial Branch will not reimburse the Offeror for any costs incurred after receipt of the Judicial Branch notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Offeror agrees to accept verbal notification of cancellation from the Judicial Branch, with written notification to follow. By submitting a proposal in response to this solicitation, Offeror specifically acknowledges to be bound by this cancellation policy.
- **Contingency Relating to Other Contracts and Grants.** The Contractor will, during the terms of this contract, immediately inform the Judicial Branch in writing of the award of any other contracts or grants, including other contracts and grants awarded by the Judicial Branch, that may directly or indirectly affect costs being paid or reimbursed under this contract or that conflict with the type of services being provided by this contract. Contractor shall provide copies of such contracts or grant awards upon request. Failure by the Contractor to notify the Judicial Branch of such other contracts and grants shall be considered a violation of the contract and the Judicial Branch shall have the right to annul this contract without liability.

If the Judicial Branch determines that an award of such other contract or grant to the Contractor affects the costs being paid or reimbursed under this contract, the Judicial Branch may prepare a Contract Amendment to effect a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute with the meaning of the "Disputes" clause.

- **Price Reductions.** By submitting a proposal in response to this solicitation, Offeror agrees to guarantee that the Judicial Branch is receiving the lowest price offered by its company to other customers

for similar services at comparable volumes in a similar geographic area. If at any time during the contract period Offeror's company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch shall reserve the right to take any or all of the following actions: (1) Cancel the Contract, if it is currently in effect; (2) Determine the amount, which the Judicial Branch was overcharged, and submit a request for payment from Offeror for that amount; and, (3) Take the necessary steps to collect any performance surety provided on the applicable contract.

5. Contract Changes.

- Amendments. The Contract is issued under the authority of the Presiding Judge or their designee who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Presiding Judge or their designee. The Subcontract shall incorporate by reference the terms and conditions of the Contract.
- Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Presiding Judge or their designee.

6. Risk and Liability

- Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Judicial Branch and the State of Arizona, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, Judicial Branch costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Judicial Branch and the State of Arizona, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease,

death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- Offeror agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by Offeror, either directly or indirectly, shall be considered employees of the Offeror, and not employees of the Judicial Branch.
- Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failure or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrence: 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; and, 3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing by certified mail-return receipt of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of

time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- Third Party Antitrust Violations. The Contractor assigns to the Judicial Branch any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of the Contract.

1. State's Contractual Remedies.

- Right to Assurance. If the Judicial Branch in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer or their designee may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Judicial Branch's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- Stop Work Order. The Judicial Branch may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all responsible steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer or their designee shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

2. Contract Termination.

- Cancellation for Conflict of Interest. Pursuant to A.R.S. 38-511, the Judicial Branch may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person

significantly involved in initiating, negotiating, securing, draft or creating the Contract on behalf of the Judicial Branch is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- **Gratuities.** The Judicial Branch may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Judicial Branch for purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Judicial Branch, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- **Suspension or Debarment.** The Judicial Branch may, by written notice to the Contractor, immediately terminate this Contract if the Judicial Branch determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- **Termination for Convenience.** The Judicial Branch reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Judicial Branch without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed by the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under this Contract shall become the property of and be delivered to the Judicial Branch. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The Presiding Judge adopts the cost principles and procedures provided in Arizona Administrative Code and they shall apply to this Contract.
- **Default:** The Judicial Branch may suspend, terminate, or modify this contract immediately upon written notice to the Offeror in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event that would jeopardize the ability of the Offeror to perform any of its contractual obligations. The Judicial Branch reserves the right to have service

provided by Offerors other than Offeror if Offeror is unable or fails to provide requested service within the specified time frame.

- **Termination for Default:** If Offeror should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch shall give Offeror five (5) business day's written notice. Upon receipt of such termination notice, Offeror shall be allowed five (5) business days to cure such deficiencies. The Judicial Branch may, but is not required to, grant Offeror such additional time as the Judicial Branch deems reasonable to allow the e-filing Offeror to cure any deficiencies in performance of services.
- **Continuation of Performance through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- **Offset for Damages.** In addition to all other remedies of Law or Equity, the Judicial Branch may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch for damages resulting from breach or deficiencies in performance under this contract.
- **Failure to Provide Services:** The Judicial Branch reserves the right to have the services provided or goods supplied by persons or entities other than Offeror, if the Offeror is unable to or fails to provide requested serves or fails to supply the goods in accordance with the terms of the contract, or otherwise, within the specified time frame.

SPECIAL TERMS AND CONDITIONS

Post Award Meetings. The Contractor shall meet with the Presiding Judge or his/her designee within five (5) days of receipt of notification of award to discuss contractual responsibilities and other performance related items and to review the Judicial Branch's mission and issues.

Disclosure of Potential Conflicts of Interests. The Offeror shall disclose in the Narrative portion of their offer any potential conflicts of interest with any organization(s) or individual(s) that the Offer may have an interest in or ongoing, proposed or current work that may potentially interfere with or be in conflict with the terms, conditions, and scope of work of this Solicitation. Offerors must disclose all proposed, scheduled or anticipated beginning the 2005 legislative session for all Federal, state and or local agencies. The awarded contractor must disclose this information to the Presiding Judge prior to the start of any future legislative session for as long as this agreement remains in effect.

Term of Contract:

- **Contract Length.** This RFP is for a contract term of a period of one (1) year. It shall commence upon award and remain in effect for one year unless terminated, canceled or extended as otherwise provided herein. The first year of this Contract is scheduled to begin with the 2005 legislative session and may continue into future legislative sessions beyond the 2005 legislative session through mutual agreement and amendment.
- **Contract Renewal.** The Contract shall not bind nor purport to bind, the Judicial Branch for any contractual commitment in excess of the original contract period. The Judicial Branch shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the Judicial Branch exercises such right, all terms and conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of contract rate. Nothing herein shall be construed to guarantee that the Judicial Branch will subsequently extend or award a contract.

The Contractor shall agree that it must submit a written rate increase request and corresponding justification to the Procurement Officer or their designee for review and consideration no later than forty-five (45) days prior to the expiration of the current contract term. If the rate increase is approved, the percent increase will be applied to the contract rate in effect prior to the contract extension. If the rate increase is not requested or approved, the contract rate in effect prior to the renewal period will remain in effect for the contract renewal period.

The Contractor understands that it may reduce its contract at any time by submitting the rate request to the designated Contract Officer. The rate reduction will remain in force unless the Contractor follows the procedure specified above to request a rate increase for the next contract renewal period.

Pricing. Pricing must be submitted for each service specified on the Pricing Schedule. The Contractor is cautioned to provide pricing as specified on the Pricing Schedule before offering alternative pricing. Additional, the Judicial Branch reserves the right to only review and consider the pricing of services as specified on the Pricing Schedule included in the Solicitation. The Judicial Branch will not reimburse the Contractor for items other than those specified in the resultant Contract.

INSURANCE REQUIREMENTS:

- Basic Coverage. The awarded Contractor, prior to commencing services under this Contract and without limiting any liabilities or any other obligation of the Contractor, the Contract shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

Commercial General Liability with minimum limits of \$1,000,000 each occurrence, \$1,000,000 products and completed operations aggregate and an unimpaired general aggregate limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office Inc Form CG00010196, issued on an occurrence basis. The policy shall include coverage for: 1) bodily injury; 2) Broad Form Property Damage (including completed operations); 3) personal injury; 4) Blanket Contractual Liability; 5) Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and, 5) Fire Legal Liability.

Workmen's compensation insurance as required by state and federal statutes covering any and all employees or agents of Contractor who are or may be engaged in the performance of any services required by this Contract. Self-insured contractors must furnish proof of self-insurance as required by state and federal statutes.

Worker's Compensation (Coverage A)	Statutory Arizona benefits;
Employer's Liability (Coverage B)	\$500,000 each accident
	\$500,00 each employee/disease
	\$1,000,000 policy limit/disease

Business Automobile Liability with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc Declarations to include Symbol One (any auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance, or use of any auto.

Professional liability insurance with minimum limits of \$1,000,000 each claim (or each wrongful act) with a retroactive liability date (if applicable to claims-made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this Contract and, at the discretion of the Judicial Branch, shall include one of the following types of Professional Liability policies: 1) Directors and officers; or 2) errors and omissions. for each occurrence of alleged professional misconduct or lack of skill in the performance of a professional act or service.

- State as Additional Insured: All liability insurance, except for professional liability insurance, required under this Contract shall name the State of Arizona, its agents, officials and employees as additional insured parties under each policy. Professional liability insurance shall list the State of Arizona as an additional loss payee. The insurance required of the Contractor under this Contract shall be primary insurance and any and all coverage proved by the State of Arizona shall be secondary, liable only for excess exposure after all the coverage afforded by Contractor's insurance has been exhausted.
- Certificates of Insurance: Prior to performing services or using a vehicle in the performance of services under this Contract, the Contractor shall furnish to the Judicial Branch a duly executed certificate of insurance stating the coverage required by this Contract and naming the State of Arizona, its agents, officials, and employees as additional insured. The certificate shall state that the insurance shall not be canceled or modified in any manner without at least thirty (30) days prior written notice to the Judicial Branch. The State of Arizona shall have the right to request and receive copies of the policies required under this Contract at any time from the companies issuing the policies.
- The Judicial Branch reserves the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.
- Cancellation and Expiration Notice: Should the Contractor fail to continuously provide proof of this coverage, the Judicial Branch in its sole discretion may terminate this Contract with no liability to the Contractor except as otherwise provided in the Contract.

- Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Judicial Branch may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay and all premiums in connection thereof, and all monies so paid by the Judicial Branch shall be repaid by the Contractor upon demand, or the Judicial Branch may offset the cost of the premiums against any monies due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the Judicial Branch. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the Judicial Branch.
- Key Personnel. It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the Judicial Branch.
- Licenses. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.
- Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Judicial Branch for the purpose of assuring that no information contained in its records or obtained from the Judicial Branch or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Presiding Judge. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Judicial Branch.
- Contract Additions. The Contract may be modified only by writing contract amendment that is mutually agreed to and signed by the Contractor and the Judicial Branch. The amendment shall identify any increase or decrease that shall be due the Contractor for changes to the Scope of Work.
- Ownership. All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries, and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the Judicial Branch, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

- Independent Contractor. The Contractor represents himself/herself to be an independent contractor offering such services to the general public. The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Offeror(s) in performance of obligations under the Agreement are considered to be Judicial Branch employees, and that no rights of Judicial Branch, civil service, retirement, or personnel rules accrue to such persons. Offeror(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch harmless with respect thereto.

Employment Of Judicial Branch/County Employees: The Offeror may not employ any person who is currently an employee of the Superior Judicial Branch in Maricopa County or the Clerk of Judicial Branch who participates in the selection of the Offeror, or develops or negotiates the contract between the Judicial Branch and the Offeror within 3 years from the signing of the contract.

Americans with Disabilities Act of 1990: The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (ARS 41-1492 et. Seq.) which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Compliance with the Immigration Reform and Control Act of 1986 (IRCA) Required: Offeror understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit the Judicial Branch inspection of personnel records to verify such compliance.

PRICING SCHEDULE

FEE SCHEDULE PROPOSED SHALL BE BASED ON COMPLETION OF THE FOLLOWING PRICING SCHEDULE. (Failure to complete the Pricing Schedule may result in being deemed non-responsive to the Solicitation.)

Basic Legislative Liaison Services for the Judicial Branch. The Offeror shall state below the firm, fixed, all-inclusive yearly rate for the 2005 legislative session services as stated in the Scope of Work. This rate covers all labor, fees, charges, expenses, in-state travel, in-state per diem, supplies equipment and other item or activity used to provide the services and will be paid as indicated in the Special Terms and Conditions.

For the 2005 legislative session:

Base Compensation Requested: \$ _____ per year

**Estimated minimum number of proposed total hours
to be worked during the 2005 legislative session** _____ hours

**The maximum amount of funds the Judicial Branch
can expend for these services is** \$ _____

In the event the Judicial Branch exercises its option to renew the Contract for an additional period pursuant to the applicable provisions in this RFP, the Offeror should provide the maximum percentages of increase or minimum percentage of decrease for the renewal period in the space below. The Offeror is cautioned that the percentages shall be computed against the Original Contract for each renewal period. If the following blanks are not completes, prices during renewal periods shall be the same as during the original. Further, the Offeror is advised that the Judicial Branch does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

1st renewal period _____ % maximum increase _____ % decrease

2nd renewal period _____ % maximum increase _____ % decrease

3rd renewal period _____ % maximum increase _____ % decrease

4th renewal period _____ % maximum increase _____ % decrease

SCOPE OF WORK

INTENT. The Judicial Branch for the State of Arizona in Maricopa County (the “Judicial Branch”) has determined it to be in its best interest to retain a communications and intergovernmental relations consultant(s) under contract to assist the Judicial Branch with public policy, media relations, and other public affairs matters that may impact the Judicial Branch. The Judicial Branch intends to supplement the efforts of our Communications and Intergovernmental Relations specialist, other Judicial Branch employees and elected officials/appointed judges. Accordingly, the Judicial Branch intends to enter into agreements with one or more competent individuals and/or firms who will serve as an authorized public lobbyist for the Judicial Branch as necessary and will provide strategic communications and public affairs consulting services at an amount, and according to the terms, fixed by this contract.

To the maximum possible extent, the Judicial Branch strives to address the technical aspects of legislation and issues impacting the Judicial Branch through the use of Judicial Branch staff. The Judicial Branch organization includes many well-qualified experts in their fields. Accordingly, the Judicial Branch is principally seeking strategic legislative communications expertise, rather than technical issue expertise, from our contract representative(s). The Judicial Branch is seeking applicants that possess a unique combination of in-depth knowledge of the legislative process, individual state elected officials, including gubernatorial or legislative leadership, and legislative staff; extensive legislative experience; experience in the law and in the Judicial Branch, and proven communications/public relations skills that will produce solid, useful and insightful recommendations for the development and furtherance of successful public affairs strategies and policy development as initiated by the Judicial Branch.

As outlined below, the Judicial Branch may accept proposals based on a payment of an hourly rate for services rendered during the contract term, exclusive of out-of-pocket costs. Please note that any expenses must be preapproved and will be capped at an amount to be negotiated. The Judicial Branch anticipates that contracts awarded will most likely be based on a fixed retainer inclusive of costs.

Request for Proposals (RFP) are invited from individuals and firms who are able and interested in serving the Judicial Branch in this capacity.

The Judicial Branch is not soliciting the services of general employment agencies for this contract. The Judicial Branch is seeking qualified individuals/firms with qualified backgrounds.

Every effort has been made to include accurate instructions, requirements, specifications, and other information necessary to complete a response to this RFP. If the data is insufficient, the Judicial Branch will revise the RFP in writing. The following requirements are mandatory:

GENERAL REQUIREMENTS

General Requirement	Mandatory	Discretionary
<ul style="list-style-type: none"> The Contractor shall expressly understand and agree that a contract exists between the Contractor and the Judicial Branch Procurement Office upon approval and acceptance of the offer in this RFP. In addition, the Contractor understands and agrees that the Contract shall be performed on behalf of the Judicial Branch in Maricopa County (Judicial Branch) that shall be responsible for the administration of the Contract. 	X	
<ul style="list-style-type: none"> The Contractor shall furnish all office space, equipment, materials and supplies, phone, fax, and postage expenses and qualified personnel necessary in providing services as required by the Judicial Branch 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge, the Contractor shall investigate and report to the Judicial Branch on inquiries and issues raised by any of the following: 1) legislation that would impact or affect the functions of the Judicial Branch; 2) legislative committees formed to conduct hearings and make inquiries into matters of concern to the Judicial Branch; 3) legislative concerns that affect the Judicial Branch; 4) groups and individual members of the public; 5) 	X	

state and local agencies; 6) proposed or enacted federal statutes, rules or legislative actions that impact the Judicial Branch; and 7) publications and records.		
<ul style="list-style-type: none"> In performance of the services under the Contract, the Contractor shall communicate and work with the Presiding Judge and his/her designees. 	X	
SPECIFIC REQUIREMENTS		
<ul style="list-style-type: none"> The Contractor shall be familiar with Judicial Branch statutes and rules, as well as Judicial Branch issues and mission. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge or his/her designee, the Contractor, when requested, must attend monthly meetings to report on legislative activity and receive directives from the Judicial Branch. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge or his/her designee, the Contractor will assist in the preparation of legislation and in presenting and promoting the legislation to interested parties. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge or his/her designee, the Contractor shall attend meetings and meet with individuals or groups that can or might influence legislation that affects the Judicial Branch. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge or his/her designee, the Contractor shall watch for items of concern to the Judicial Branch in the legislative "hopper" and notify the Presiding Judge of any pertinent developments within twenty-four (24) hours by telephone, fax, or in person. 	X	
<ul style="list-style-type: none"> The Contractor shall identify 	X	

individuals and groups critical to Judicial Branch legislation and arrange appointments with them for the Presiding Judge or his/her designee.		
<ul style="list-style-type: none"> At the direction of the Presiding Judge or his/her designee, the Contractor will review, analyze and provide investigative reports to the Judicial Branch on legislation and legislative activity not initiated by the Judicial Branch that is germane to the Judicial Branch. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge, the Contractor shall peruse the Capital Times and other publications and records for topics and articles that address issues related to or of concern to the Judicial Branch and investigate and report on them to the Judicial Branch. 	X	
<ul style="list-style-type: none"> At the direction of the Presiding Judge, the Contractor will investigate and provide documentation on information "in circulation" which is or may be of concern to the Judicial Branch. 	X	
<ul style="list-style-type: none"> The Contractor shall be prepared to represent the Judicial Branch and testify on the Judicial Branch's behalf and/or serve as expert witness at any meetings where appropriate or requested. 	X	
<ul style="list-style-type: none"> The Contractor will watch for and attend legislative hearings, committee meetings, group discussion, etc., that address issues relating to the Judicial Branch. 	X	
<ul style="list-style-type: none"> The Contractor shall participate in the preparation of materials for use in hearings, meetings, etc., as directed by the Presiding Judge or his/her designee. 	X	
<ul style="list-style-type: none"> The Contractor shall consult and recommend strategies for inclusion 	X	

in the strategic planning and marketing of the Judicial Branch and interface with the Arizona Legislative process as directed by the Presiding Judge or his/her designee.		
<ul style="list-style-type: none"> Contractor shall develop sound messages and feasible approaches for achievements of public policy goals of the Judicial Branch. These services will include consultation on communications, internal and external; media relations; legislative and other intergovernmental relations, and other such public affairs consulting services as necessary, including materials development and stakeholder management. 	X	
<p>Contractor shall Serve in the capacity of a liaison between the Judicial Branch, the Arizona State Legislature, the Governor of the State of Arizona, and specified state and county agencies, under the direction of the Presiding Judge of the Trial Courts of Arizona in Maricopa County for the purpose of communicating the Judicial Branch's position on specific issues and receiving useful information from outside parties on those issues.</p> <p>In this capacity, Contractor should expect to receive assignments from the Presiding Judge to provide strategic advice, direction and recommendations and prepare, pursue, monitor, track and/or lobby for or against legislative proposals within those subject areas specified in the agreement. In addition, consultant shall be directed to attend hearings, meetings, and other gatherings where legislation</p>	X	

<p>or issues that may impact the Judicial Branch are to be developed, discussed, or negotiated and report to the Judicial Branch at the Presiding Judge's request on the status of such legislation or issue. Consultant shall report to, seek guidance from, and make recommendations to the Presiding Judge as to positions that are to be advanced on behalf of the Judicial Branch on specific issues, legislative bills, proposed amendments thereto, and on all other related matters.</p> <p>The primary subject areas include but are not limited to (1) financial and budget issues that have a potential to impact the Judicial Branch operations and finances; 2) general government; and 3) judicial branch responsibilities, powers and duties.</p>		
<p>Contractor shall agree not to engage in private litigation against the Judicial Branch or accept other legislative representation that is or may reasonably be expected to conflict with the Judicial Branch's legislative positions without first obtaining written permission to do so from the Office of the Attorney General, in the case of private litigation, or the Presiding Judge, in the case of legislative representation, as applicable.</p>	X	
REPORTING REQUIREMENTS		
<ul style="list-style-type: none"> The Contractor shall prepare all reports and summaries in accordance with Judicial Branch guidelines and requirements and in the format designated by the Judicial Branch. 	X	
<ul style="list-style-type: none"> The Contractor shall review, analyze and report weekly on legislative activities and the Contractors activities 	X	

on behalf of the Judicial Branch when the legislature is in session. The report shall be submitted by the second work day of the following week and shall contain: 1) contacts made; 2) meetings attended; 3) appointments scheduled; 4) publications and records reviewed; 5) issues, opinions or legislation of concern identified; and 6) activity with legislators, legal counsel, etc.		
<ul style="list-style-type: none"> The Contractor shall prepare and submit in-depth reports to the Judicial Branch on legislation or issues, as directed by the Presiding Judge or his/her designee. 	X	
<ul style="list-style-type: none"> The Contractor shall prepare additional reports as directed by the Presiding Judge or his/her designee. 	X	
<ul style="list-style-type: none"> All reports shall be delivered to Presiding Judge Colin Campbell, 125 West Washington, 5th Floor, Phoenix, Arizona 85003 and are due at the time designated by the Presiding Judge. 	X	

ADMINISTRATIVE INFORMATION

- **Schedule of Events:** The following is a tentative time frame. These dates are subject to change based on the needs of the Judicial Branch:

EVENT



RFP Release	August 2, 2004
Proposals Due	August 27, 2004
Proposal Evaluation	August 30, 2004
Offeror Selection and Award of Proposal	September 9, 2004
Contract Negotiation and Signing	September 20, 2004
Project Start	September 27, 2004

- **Rejection of Proposals:** The Judicial Branch reserves the right to reject any and all proposals received in response to this proposal as determined to be in the best interests of the Judicial Branch.
- **Offeror Withdrawal:** If, at any time prior to the opening of this proposal an Offeror decides to withdraw its proposal, that Offeror shall give written notice to the Purchasing Department, 111 S. Third Avenue, Lower Level, Phoenix, Arizona 85003
- **Contract Administration:** To help insure contract compliance, a contract administration process will be an integral part of this contract. Judicial Branch employees will be assigned as contract monitors for key locations throughout the Judicial Branch. The Purchasing Department and the user organizations will utilize the procedure. The successful Offeror will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The contract administration process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Contractors should know in the request for proposal process that the successful Offeror will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Offeror by

the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Offeror/user relationship will exist when within compliance and the contract administration process should be transparent.

- **Additional Costs:** Any Contractor who causes the Judicial Branch to incur additional costs to review and verify invoices due to Contractor submitting incorrect data (e.g. Quotes and equipment and software, invoices, etc.) will be charged for Judicial Branch costs to review and correct such erroneous billings.
- **Intergovernmental Cooperative Purchasing Agreements (ICPA):** The Judicial Branch currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Offerors, to purchase their requirements under the terms and conditions of the Judicial Branch Contract. Please indicate on the pricing page of this Contract your acceptance or rejection regarding such participation.
- **Instructions for Preparing and Submitting Proposals:** Offerors/Offerors are to provide one (1) original (labeled) and eight (8) copies of their proposal in addition to two (2) CD-ROM copies of the proposal in Adobe .pdf format. **Offerors are to address proposals identified with serial number, title and return address to Superior Judicial Branch Purchasing Department, 111 S. Third Avenue, Lower Level, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the request for proposal closing date.
- **Exceptions to the Request for Proposal:** In its proposal, Offeror shall identify and list all exceptions, taken to any section of this RFP, and list these exceptions referencing the paragraph where the exception exists and then identify the exceptions and the proposed wording for the contractor's exception. The Offeror shall clearly identify these exceptions under the heading "Exception to the RFP Solicitation." Offeror shall also list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation," if applicable. **Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the RFP Solicitation," shall be considered invalid, void and of no contractual significance.**

The Judicial Branch reserves the rights to reject, render the proposal not in compliance with evaluation criteria, enter into negotiation on any of the contractor exceptions, or accept them outright.

The Proposal content submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought.

The Offeror should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Offeror deems them necessary to accomplish the program.

- Format and Content: To aid in the evaluation, it is desired that all proposals follow the same general format. **The proposals are to be submitted in binders and have sections tabbed as below:**
 - Letter of transmittal
 - Table of Contents
 - Cover Letter
 - Short Introduction/Executive Summary: The Executive Summary shall briefly summarize the Contractor's proposal and how it satisfies the requirements of this request for proposal.
 - Proposal – Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.
 - Professional Services Proposal and Work Plan. The Contractor's proposal shall include a project plan which shall include the following:
 - Overview of the project
 - Approach and methodology
 - Project management and staffing
 - Pricing: The Contractor shall present a firm, fixed price proposal. Optional services or components, if proposed, shall be presented as fixed price additional cost items. All proposal shall be formatted in Attachment C, with any notes or explanatory information required. The proposal must be valid for a period of one hundred twenty (120) days from the date of the proposal and labor rates quoted must remain in effect for a the initial two (2) years of the contract. Payment shall be

made based on the submission of deliverables. **The Contractor must propose a schedule of deliverables and payments.**

- Qualifications of the Company and the Proposed Team. This section must include:
 - A brief overview of the company's history and organization, including legal status (corporation, LLC, etc.), number of years in business, business locations, number of employees, annual revenues, organizational structure, operating divisions, etc.
 - Overview of the company's line of services.
 - A description of the company's capabilities and previous experience, as they relate to this project.
 - A list of staff and managers assigned to this project, their roles on the project, their qualifications and experience as they relate to this project and resumes, including Subcontractor staff.
 - A list of Subcontractors proposed for this project, their roles on the project, their corporate and individual qualifications and experience as they relate to this project and resumes of Subcontractor staff.

Other Data

Exceptions to the RFP# G-1

Agreement (Attachment)

References

Offeror Information

Financial Statement

Involvement in Lawsuits

- Prompt Payment Discount: The Judicial Branch has identified Payment as a process requiring attention and improvement. In light of these efforts, Offerors submitting a Request for Proposal are REQUIRED TO PICK ONE OF THE STANDARD PAYMENT TERMS (SEE ATTACHMENT ___) FAILURE TO INDICATE A TERM WILL RESULT IN THE JUDICIAL BRANCH APPLYING NET 30 DAYS AS THE TERMS. THE TERMS WILL BE CONSIDERED IN DETERMINING THE OFFERORS PRICE.

- **General Evaluation:** The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The Judicial Branch reserves the right to accept other than the lower price. A committee composed of various people selected by the Procurement Officer or their designee will evaluate proposals. Requests for presentations or clarification of portions of the Proposals may be considered. This committee will prepare a summary evaluation with an objective ranking of the Proposals.
- **Award of Contract:** The Contract shall be entered into with the Offeror(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch for the particular issue facing the Judicial Branch, taking into consideration the evaluation factors set forth in the request for proposal. The Contract will be awarded by the Presiding Judge to a qualified firm(s) at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The proposal may be awarded in whole, by section, or geographic area as required.
- **Competitive Negotiation:** At the Judicial Branch option, proposing firms susceptible for award may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Offeror(s).
- **Basic Evaluation Procedure:**
 - Step 1 Review of all Proposals as to conformance with the mandatory requirements of this RFP.
 - Step 2 The elimination of all Proposals that deviate substantially from the basic intent of the proposal.
 - Step 3 An assessment of the remaining Proposals. This assessment will also include a review of the Offeror's personnel capability and the previous experience of each Offeror.
 - Step 4 Verification of Offeror's references.
 - Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Offerors. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
 - Step 6 Evaluation of costs to the Judicial Branch Unit.

Step 7 Capability of the Offeror to provide a particular service(s), including eligibility based on the Offeror's financial stability and viability.

Step 8 Tabulation and recommendation of potential Contractor(s).

- Evaluation of Proposal: Selection Factors. A Proposal Analysis Committee shall be appointed, selected & approved by the Procurement Officer or their designee to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request. The following evaluation criteria are listed in descending order of importance:
 - Quality and completeness of Technical and Professional Services Proposal
 - Credentials and experience of consultants, staff, subcontractors. This includes but is not limited to experience and knowledge of the Judicial Branch, experience, knowledge and relationship with other Branches of government, experience and knowledge of issues impacting Superior Court, Justice Court, Adult Probation, and/or Juvenile Probation.
 - Cost of goods, services and/or materials and allocation of manpower
 - Quality and completeness of proposal.
- Post-Award Meeting: The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. The Procurement Officer or their designee of this Contract will coordinate this meeting.
- Contracting Party Is The Superior Judicial Branch Of Arizona: In accordance with the Cooperative Purchasing Agreement between Maricopa County and the Superior Judicial Branch of Arizona in Maricopa County, dated May 25, 1995, for all contracts and purchase orders entered into pursuant to Arizona Supreme Judicial Branch Administrative Order No. 2000-71 (referred to herein as the "Judicial Branch Procurement Code"), including without limitation those procured by Judicial Branch staff, the contracting party is the Superior Judicial Branch of Arizona in Maricopa County. Any contractual obligations incurred under the Judicial Branch Procurement Code are obligations of the Superior Judicial Branch of Arizona and are not obligations or liabilities of Maricopa County.

NOTE: OFFERORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PRICING

EXHIBIT "A"

PROCUREMENT AUTHORITY. The Judicial Branch Procurement Code governs this procurement and is incorporated by this reference. Any protest concerning this request for proposals must be filed with the Procurement Officer or their designee as follows:

Filing of a Protest.

- A. Any interested party may protest a request for proposal issued by the Judicial Branch, or the proposed award or the award of a Judicial Branch contract.
- B. Content of protest. The protest shall be in writing and shall include the following information:
 - 1. The name, address and telephone number of the protester;
 - 2. The signature of the protester or its representative;
 - 3. Identification of the purchasing agency and the request for proposal number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
 - 5. The form of relief requested.

Time for Filing Protests.

- A. Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the request for proposal opens shall be filed before the request for proposal opens. Protests based upon alleged improprieties in a request for proposal that are apparent before the request for proposal closes shall be filed before the request for proposal closes. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of proposal following the incorporation.
- B. In cases other than those covered in subsection (A) of this rule, protests shall be filed within ten days after the protester knows or should have known the basis of the protest, whichever is earlier with the Procurement Officer or their designee.

- C. The protester shall give notice of the protest to the Deputy Court Administrator for Operations and Caseflow or their designee within a reasonable time.
- D. If the protester shows good cause, the Procurement Officer or their designee may consider any protest that is not filed timely.
- E. The Procurement Officer or their designee shall immediately give notice of the protest to all interested parties.

Stay of Procurements during Protest. If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless the Deputy Court Administrator for Operations and Caseflow or their designee stays the contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or that stay is not contrary to the best interests of the Judicial Branch.

Confidential Information.

- A. Material submitted by a protester shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law as determined pursuant to the Judicial Branch Procurement Code.
- B. If the protester believes the protest contains material that should be withheld, a statement advising the Procurement Officer or their designee of this fact shall accompany the protest submission.

Decision by Procurement Officer or their Designee.

- A. The Procurement Officer or their designee shall issue a written decision within 14 days after a protest has been filed. The decision shall contain an explanation of the basis of the decision and a statement that the decision may be appealed to the Deputy Court Administrator for Operations and Caseflow or their designee within five days from receipt of the decision.
- B. The Procurement Officer or their designee shall furnish a copy of the decision to the protester, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- C. The time limit for decisions set forth in subsection A of this section may be extended by the Deputy Court Administrator for Operations and Caseflow or their designee for good cause for a reasonable time not to exceed 30 days. The Deputy Court Administrator for Operations and Caseflow or their designee shall notify the protester in writing that the

time for the issuance of a decision has been extended and the date by which a decision will be issued.

- D. If the Procurement Officer or their designee fails to issue a decision within the time limits set forth in subsection A and C of this section, the protester may proceed as if Procurement Officer or their designee had issued an adverse decision.

Remedies.

- A. If Procurement Officer or their designee sustains the protest in whole or part and determines that the request for proposal award does not comply with the procurement statutes and regulations, the officer shall implement an appropriate remedy.
- B. In determining an appropriate remedy, Procurement Officer or their designee shall consider all the circumstances surround the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the government, the urgency of the procurement, and the impact of the relief on the purchasing agency's mission.
- C. An appropriate remedy may include one or more of the following:
 - 1. Decline to exercise an option to renew under the contract;
 - 2. Terminate the contract;
 - 3. Amend the solicitation;
 - 4. Issue a new solicitation;
 - 5. Award a contract consistent with procurement statutes and regulations; or
 - 6. Such other relief as is determined necessary to ensure compliance with procurement statutes and regulations.

Appeals to the Deputy Court Administrator for Operations and Caseflow or their designee.

- A. An appeal from a decision entered or deemed to be entered by the Procurement Officer or their designee shall be filed with the Deputy Court Administrator for Operations and Caseflow within five days after the date the decision is received. The appellant shall also file a copy of the appeal with the Procurement Officer or their designee.
- B. Content of Appeal. The appeal shall contain: 1)The information set forth in paragraph 5.1.5.1 above, including

the identification of protected information in the manner set forth above; 2) A copy of the decision of the Procurement Officer or their designee; and, 3) The precise factual or legal error in the decision of the Procurement Officer or their designee from which an appeal is taken.

Notice of Appeal

- A. The Deputy Court Administrator for Operations and Caseflow or their designee shall immediately give notice of the appeal to interested parties.
- B. The Deputy Court Administrator for Operations and Caseflow or their designee shall upon request furnish copies of the appeal to those named in the appeals subject to the provisions above.

Stay of Procurement During Appeal

- A. If a stay was issued, the filing of an appeal shall automatically continue the stay unless the Deputy Court Administrator for Operations and Caseflow or their designee makes a written determination that the award of the request for proposal without delay is necessary to protect substantial interests of the Judicial Branch.

Judicial Branch Report.

- A. The Procurement Officer or their designee shall file a complete report on the appeal with the Deputy Court Administrator for Operations and Case flow or designee within ten days after the date the appeal is filed. At the same time, the Procurement Officer or their designee shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties who have responded to the notice. The report shall contain copies of:
 - 1. The appeal;
 - 2. The request for proposal submitted by the appellant.
 - 3. The request for proposal of the firm that is being considered for award.
 - 4. The solicitation, including the specifications or portions relevant to the appeal;
 - 5. The abstract of proposals or relevant portions;
 - 6. Any other documents that are relevant to the protest; and,
 - 7. A statement by the Procurement Officer or their designee setting forth findings, actions, recommendations and any additional evidence

or information necessary to determine the validity of the appeal.

- B. Extension for filing of report. 1) The Procurement Officer or their designee may request in writing an extension of the time period setting forth the reason for extension. 2) The Deputy Court Administrator for Operations and Caseflow or their designee's determination on the request shall be in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for the submission of the report. The Deputy Court Administrator for Operations and Caseflow or their designee shall notify the Procurement Officer or their designee and the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.
- C. Comments on the Report. 1) The appellant shall file comments on the Judicial Branch report with the Trial Court Administrator within seven days after receipt of the report. Copies of comments shall be provided by appellant to the Procurement Officer of the Purchasing Agency and other interested parties. 2) The Trial Courts Administrator or their designee may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the per
- D. Period set forth in paragraph 5.1.5.10 stating the reason an extension is necessary. The Trial Courts Administrator's or their designee's determination on the request shall be in writing, state the reasons for the determination, and if the extension is granted, set forth a new date for the filing of comments. The Deputy Court Administrator for Operations and Caseflow or their designee shall notify the Procurement Officer or their designee of any extension.

Hearing. The Deputy Court Administrator for Operations and Caseflow or his/her designee shall hear the appeal. The Deputy Court Administrator for the Trial Courts or designated Hearing Officer shall make recommended findings of fact and conclusions of law. The Trial Courts Administrator or their designee shall render a final decision. If the Trial Courts Administrator or their designee designates a Hearing Officer to hear the appeal, the Hearing Officer shall make written recommendations to the Trial Courts Administrator within 20 days of the final hearing date. The Trial Courts Administrator shall make a final decision with 20 days of the date it receives the Hearing Officers recommendations or if the Trial Courts Administrators hears the appeal, within 20 days of the final hearing date.

Remedies. If the Trial Courts Administrator sustains the appeal in whole or part and determines that a solicitation, proposed award, or award does not comply with the Judicial Branch Procurement Code, statutes and regulations, remedies shall be implemented as described above.

ATTACHMENT B: ARIZONA CODE OF JUDICIAL CONDUCT
Part 1, Chapter 5, Section 1-506



1-506.pdf

ARIZONA CODE OF JUDICIAL ADMINISTRATION
Part 1: Judicial Branch Administration
Chapter 5: Automation
Section 1-506: Filing and Management of Electronic Court Documents

A. Definitions. In this section the following definitions apply:

“ANSI/AIIM” means the American National Standards Institute and the Association for Information and Image Management. These two organizations are responsible for promoting and facilitating voluntary consensus standards and conformity assessment systems and promoting their integrity.

“Browser” means a computer application that interprets hypertext markup language (HTML), the programming language of the Internet, into the words and graphics that are viewed on a web page.

“Checksum or hashing algorithm” means a formula or procedure for checking that electronically transmitted messages have not been altered. A checksum is a numerical value based on the number of bits in the message. A hashing function transforms a string of characters into a usually shorter fixed-length value or key that represents the original string. The results are sent with the message. The receiver of the message executes the same formula and compares the results to the value sent. Any difference indicates an alteration of the message.

“Cryptography” is the science of rendering plain information unintelligible and restoring encrypted information to intelligible form. As a way of achieving data security, encryption translates plain text into secret code that can only be decrypted by those with the secret key or password.

“Digital certificate” means an attachment to an electronic message used for security purposes. The most common use is as part of a digital signature process to verify the identity of the sender of a message.

“Digital time-stamp” means a cryptographically enabled time stamp which is digitally signed by a time stamp server and thus cannot be modified without detection. It provides information showing that a document existed before a given time.

“Electronic or digital signature” means digital code attached to an electronic message. An "electronic signature" means any letters, characters, or symbols executed with an intent to authenticate a writing. A "digital signature" is an electronic signature that can be used to authenticate the identity of the sender of a message or the signer of a document, and possibly to ensure that the original content of the message or document that has been sent is unchanged.

“Electronic Document Management System (EDMS)” means a collection of computer software application programs and hardware devices that provides a means of organizing and controlling the creation, management and retrieval of documents through their life cycle. It may include workflow software which enables organizations to define routing and processing schemes to automate the business processes for document handling. It may also include imaging and optical character recognition (OCR) software and devices to support the capture, storage, and retrieval of document images from paper.

"Electronic filing system" means a collection of software application programs used to transmit documents and other court information to the court through an electronic medium, rather than on paper. An electronic filing system may include functions to send and receive documents, pay filing fees, and receive court notices and information.

“File transfer protocol (FTP)” means a standard Internet application protocol used to exchange files between computers on the Internet. It is commonly used to download programs and other files to a computer from other servers.

“Non-proprietary” means material (particularly software) that is not subject to ownership and control by a third party. “Proprietary” generally refers to vendor-owned material whose specifications are not public.

“Public Key Infrastructure (PKI)” is a system using digital certificates with an encryption methodology that has two keys, a public key and a private key. The keys are related in such a way that only the public key can be used to encrypt messages and only the corresponding private key can be used to decrypt them.

B. Purpose. This section provides administrative requirements, standards and guidelines to enable Arizona courts to achieve these goals:

1. To allow the electronic exchange of documents within the court system;
2. To assure that courts carefully plan the migration to an EDMS and select a system that is secure, flexible, robust and user-friendly;
3. To assure that courts establish an EDMS to manage, receive, docket, distribute, retrieve and access all internally generated and electronically filed documents; and
4. To assure that all Arizona courts implement electronic filing systems uniformly.

C. Authority. Only the chief justice, the chief judge of each division of the court of appeals, and the presiding judge of the superior court in each county may implement, consistent with these requirements and Rule 124, Rules of the Supreme Court of Arizona, an electronic filing system in their respective courts.

The presiding judge of the superior court in each county may implement, consistent with these requirements and Rule 124, an electronic filing system in one or more justice courts or municipal courts within the county.

D. Document Specifications. Documents filed or delivered electronically shall comply with the following:

1. All documents shall be preserved so that the content of the original document is not altered in any way and the appearance of the document when displayed or printed closely resembles the original without any material alteration.
2. Documents shall be in a format that provides for browser accessibility and no material alteration to content or appearance. Documents shall be formatted in either:
 - a. PDF (Portable Document Format) version 2.x or higher; or
 - b. XML (Extensible Markup Language), after the supreme court adopts standards for its use.
3. Hyperlinks, bookmarks and other similar navigational functions shall only refer to other parts in the same document.
4. Graphics, multimedia and other non-text documents may be permitted as follows:
 - a. Documents in imaged or graphic formats (for example, pictures or maps) shall be in a non-proprietary file format (for example, TIFF, GIF, or JPEG) and shall comply with ACJA §1-504.
 - b. Other multimedia files (for example, video or audio files) shall adhere to established industry standards and shall be in a non-proprietary format (for example, MPEG, AVI, and WAV). Each court implementing electronic filing has the discretion to accept or reject any other video or graphic format.
5. E-mail communications may be used for receipt, confirmation, and notification correspondence, and, if permitted by a court's electronic document filing procedures, as a method of transporting documents.
6. An electronic filing system may provide fill-in forms for routine matters such as traffic citations or small claims filings. The forms-based electronic filing system shall be capable of reproducing or printing the form with the data supplied by the filer, however, courts are not required to preserve the form's text and data together in PDF. The forms-based electronic filing system shall comply with all other requirements of this section.

E. Authentication.

1. Authentication of document source. Any court implementing electronic filing shall establish a procedure to verify and authenticate the source of electronically filed documents. Acceptable procedures include:
 - a. Electronic or digital signature and certificate;
 - b. User ID and password;
 - c. Credit card authentication; or
 - d. Other equivalent procedure.
2. Authentication of documents. To prevent alteration during transmission, any court implementing electronic filing shall establish a procedure for assuring that documents filed electronically have not been altered during transmission. Acceptable procedures include:
 - a. A checksum or hashing algorithm;
 - b. Digital time-stamps;
 - c. Digital certificates using PKI which provides for encapsulation of the message in such a way that altering it invalidates the associated certificate, or
 - d. Other equivalent procedure.
3. Maintenance of electronic documents. Any court implementing electronic filing shall employ security procedures that prevent unauthorized modification or deletion of the electronically filed document. These procedures shall include all of the following:
 - a. Establishing written procedures to ensure the integrity of electronic documents, so that any copies produced may be regarded as true and correct copies of the original document;
 - b. Performing virus checking to ensure documents are free from viruses;
 - c. Employing procedures that insure the availability of at least one other copy of the electronically filed document at all times;
 - d. Performing system backups at least daily;
 - e. Using recording media for storing electronic records that comply with ANSI/AIIM standards; and
 - f. Using non-reusable media for archiving court records electronically.

4. Filing of confidential and sealed documents. Courts shall not accept electronically filed confidential and sealed documents.

F. Communications. The electronic filing system implemented by any court shall:

1. Provide for electronic filing via the Internet or other publicly accessible mechanism;
2. Use industry-standard, non-proprietary protocols such as FTP; and
3. Provide for appropriate public access, with preference given to standard browser technology.

G. Processing.

1. Each electronic filing system shall generate an acknowledgment receipt for electronically filed documents.
2. Each electronic filing system shall be implemented with an automated interface to that court's case management and electronic document management systems that will:
 - a. Provide and verify case management data;
 - b. Automatically docket documents; and
 - c. Automatically index documents as required for locating the document and facilitating integration with the case and document management systems. Indexing elements may include:
 - (1) Case number;
 - (2) Document type;
 - (3) Filing party information; or
 - (4) Date filed.
3. The electronic filing system shall provide appropriate public access. Every court implementing electronic filing shall ensure that its electronic filing system complies with ACJA §1-504 (C).
4. Prior to accepting electronic filings, each court implementing an electronic filing system shall develop an electronic filing plan that includes at least the following:
 - a. Hardware and software acquisition, installation, and implementation;

- b. Testing, training, staffing and support;
 - c. Integration with the document and case management systems; and
 - d. Security and document availability.
5. Each court implementing an electronic filing system shall electronically publish detailed procedures for use of its electronic filing system, that include at least the following elements:
- a. Filing procedures, including whether a party who electronically files a document is relieved from any obligation to file additional copies with the court, as may be required by local rule, and hours of availability;
 - b. Practices for acknowledgment of receipt and exception processing; and
 - c. Procedures for addressing transmission difficulties and obtaining assistance.

H. Periodic Review. These requirements are designed to be flexible to allow for technical innovations and shall be reviewed annually by the Commission on Technology and updated to adapt to technological changes.

Effective December 7, 2001 □

Adopted by Administrative Order 2001-116